



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Swinburne Student Amenities Association**  
(AG2015/6752)

## **SWINBURNE STUDENT AMENITIES ASSOCIATION (SSAA) ENTERPRISE AGREEMENT 2015**

Educational services

DEPUTY PRESIDENT KOVACIC

MELBOURNE, 11 DECEMBER 2015

*Application for approval of the Swinburne Student Amenities Association (SSAA) Enterprise Agreement 2015.*

[1] An application has been made for approval of an enterprise agreement known as the *Swinburne Student Amenities Association (SSAA) Enterprise Agreement 2015 (Agreement)*. The application was made pursuant to s.185 of the *Fair Work Act 2009 (Act)*. It has been made by the Swinburne Student Amenities Association. The Agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] The National Tertiary Education Industry Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act I note that the Agreement covers this organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 18 December 2015. The nominal expiry date of the Agreement is 30 September 2019.



Printed by authority of the Commonwealth Government Printer

<Price code J, AE417052 PR574970>



***Swinburne Student Amenities Association (SSAA) Enterprise Agreement 2015***

## APPLICATION AND OPERATION OF THE AGREEMENT

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### 1. TITLE

This Agreement shall be known as the *Swinburne Student Amenities Association Enterprise Agreement 2015* ("Agreement") and has been negotiated between the NTEU and SSAA.

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### 2. ARRANGEMENT

This Agreement is arranged as follows:

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### 3. DEFINITIONS

**Act** means the Fair Work Act 2009 as amended.

**Agreement** means the Swinburne Student Amenities Association Enterprise Agreement 2015.

**Employee** means a person employed by Swinburne Student Amenities Association.

**Employer** means the Swinburne Student Amenities Association Limited.

**FWC** shall mean the Fair Work Commission.

**Immediate family** means:

- a spouse (including a same-sex partner, a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse, in relation to the Employee, means a person who lives with the Employee as the partner of that person on a bona fide domestic basis although not legally married to that person; and
- a child or an adult child (including an adopted child or a step child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.

**NTEU** shall mean and refer to the National Tertiary Education Industry Union.

**Registered medical practitioner** means a registered physiotherapist, medical practitioner, chiropractor, dentist, osteopath, optometrist, naturopath, clinical or counseling psychologist.

**SSAA** means the Swinburne Student Amenities Association.

**"the parties"** shall mean SSAA and the NTEU.

**Union** shall mean the National Tertiary Education Industry Union.

NB: Reference to the singular shall mean and refer to, and include, reference to the plural.

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### 4. RELATIONSHIP TO AWARDS, AGREEMENT AND THE NATIONAL EMPLOYMENT STANDARDS

- 4.1 This Agreement supersedes and replaces in entirety any previous Awards and enterprise agreements covering employment with the SSAA.

- 4.2 To the extent that a term of this Agreement contravenes section 55 of the Act (which deals with the interaction between an enterprise agreement and the National Employment Standards), the term will be read and interpreted so that it does not contravene section 55 of the Act.

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**5. OPERATION OF THE AGREEMENT**

- 5.1 This Agreement will operate from 7 days after the date of approval from FWC until the nominal expiry date 30 September 2019.

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**6. RE-OPENING NEGOTIATIONS**

- 6.1 The parties agree that at least six months prior to the nominal expiration of this Agreement, they will re-open negotiations with a view to negotiating a new agreement.

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**7. MANAGEMENT OF CHANGE**

**Principles**

- 7.1 Where SSAA proposes changes which are likely to have significant impact upon Employees, SSAA will notify the affected Employee and the Union.
- 7.2 'Significant impact' includes changes in the composition, operation or size of SSAA's workforce or in the skills required, including a decision to outsource any functions; the elimination or diminution of job opportunities, promotion opportunities or tenure; the need for re-training or transfer of employees to other work locations; the restructuring of organisational units and changes to an Employee's regular roster or ordinary hours of work.
- 7.3 Employees may appoint a representative for the purposes of the procedures in this clause.

**Consultation arrangements**

- 7.4 When SSAA proposes changes which are likely to have significant impact, SSAA will consult with the Employees likely to be affected and with the Union concerning the nature of the changes and the effect the changes are likely to have on the Employees concerned as early as practicable.
- 7.5 SSAA shall provide the affected Employees and the Union with relevant information, provided that SSAA shall not be required to disclose confidential information which would be inimical to its interests.
- 7.6 For the purposes of such consultation SSAA shall provide in writing to the Employees concerned and the Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees.

- 7.7 SSAA shall allow a reasonable time for consultations and shall give consideration to matters raised by the affected Employees and/or the Union, including any impact on an Employee's family or caring responsibilities.

#### **Implementation – consultation**

- 7.8 As early as practicable after reaching a final decision to implement the changes, SSAA shall consult with the affected Employees and the Union about the implementation of that change and explore measures to avert or mitigate any adverse effects of the changes upon the affected Employees, and shall give prompt consideration to matters raised in the process.

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### **8. DISPUTE RESOLUTION PROCEDURES**

- 8.1 It is agreed that SSAA, the Union and all Employees have an interest in the proper application of this Agreement and in minimizing disputes about the proper application of the Agreement. These procedures shall apply to any dispute regarding any matter arising under this Agreement or in relation to the National Employment Standards.
- 8.2 A dispute arising between an Employee or group of Employees and a supervisor will, in the first instance, be discussed by them without delay in an effort to resolve the dispute. The Employee(s) may seek the assistance of the Union or other nominated employee representative.
- 8.3 Where the steps in clause 8.2 are unsuccessful or the Union or SSAA wishes to raise a dispute, a representative of the Union and the appropriate representative of management shall discuss the dispute and attempt to reach agreement.
- 8.4 Where a dispute is not resolved under clause 8.3, including where there is disagreement as to whether the dispute is capable of being dealt with under this procedure, a representative of the Union with the authority to resolve the dispute and a manager of SSAA with authority to resolve the dispute shall meet within 5 working days, unless agreed otherwise, and shall attempt to resolve the matter within 5 working days of its first meeting. Any resolution shall be in the form of a written agreement subject, if necessary, to ratification by either party.
- 8.5 Until the procedures described in this clause have been exhausted, including those procedures below involving the FWC, the status quo that existed prior to the actions which gave rise to the dispute shall be maintained and the parties shall not change work, staffing or the organisation of work if such is the subject of a dispute, nor take any other action likely to exacerbate the dispute. Further, SSAA shall not terminate an Employee, or allow the termination of an Employee such as through the effluxion of time, where one of the issues in dispute relates to that termination.
- 8.6 Should the dispute not be resolved by the processes referred to in clause 8.4 or if either party fails to engage in the processes referred to in clause 8.4, the matter may, at the election of the referring party, being either the Union or SSAA, be referred to the FWC for resolution.
- 8.7 The FWC may resolve the dispute by the processes of conciliation and/or arbitration. The parties agree to be bound by and implement any order, decision or recommendation of the FWC. Where the FWC forms the view that the matter in



dispute requires a mediator, conciliator or arbitrator with special expertise (eg intellectual property dispute), it may appoint such a person with such specialist expertise to prepare a report and recommendation to the FWC, or to determine the dispute.

- 8.8 Nothing in this clause prevents the parties from agreeing to refer an unresolved dispute to a person or body other than the FWC for resolution, in which case the parties agree to be bound by any recommendation to resolve the dispute made by the agreed person or body.
- 8.9 Where, as part of settling a dispute, the FWC [or other agreed arbitrator] forms the view that the Agreement has not properly been applied, and that a person bound by this Agreement has been consequently disadvantaged, it shall advise the parties what actions it believes are necessary to ensure the disadvantage is remedied. The parties shall implement those actions, or other actions agreed in writing in substitution for them. Similarly, the parties shall implement any actions required as part of the resolution of a dispute achieved under this clause.

## **PART 2 TERMS OF EMPLOYMENT**

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### **9. MODE OF EMPLOYMENT**

#### **General**

- 9.1 SSAA may employ persons on a full-time, part-time or casual basis or by way of a fixed term contract. On engagement, an Employee will be given written notice of:
- 9.1.1 the date on which the employment is to commence, and in the case of a fixed term contract Employee the duration and finishing date of employment;
  - 9.1.2 in the case of a fixed-term contract Employee the particular circumstances under which the fixed-term contract of employment applies under clause 9.12;
  - 9.1.3 the classification of the Employee;
  - 9.1.4 the wage rate of the Employee;
  - 9.1.5 the terms and conditions of employment applicable to the Employee

#### **Part-Time Employee**

- 9.2 An Employee may be engaged to work on a part-time basis. The ordinary hours of work for a part-time Employee will be an average of less than 35 hours per week. Such hours to be worked on not more than five days of the week within the spread of hours prescribed in clause 24.1. At the time a part-time Employee is engaged, the Employee will be given written notice of the Employee's agreed ordinary hours of work.
- 9.3 The agreed ordinary hours of work for a part-time Employee may be altered by written agreement between SSAA and the part-time Employee.

- 9.4 Part-time Employees will be paid an hourly rate equal to the appropriate weekly rate of pay, divided by the ordinary weekly hours worked by full-time Employees (36.75 hours).
- 9.5 A part-time Employee will be entitled to all the provisions of this Agreement but calculated where appropriate on a pro rata basis in accordance with the proportion of the ordinary hours of work for a full-time Employee worked by the part-time Employee.

#### **Casual Employee**

- 9.6 A casual Employee will work a maximum of nineteen hours per week, except that a casual Employee may be engaged on a full-time basis during Orientation Week, or during the first three weeks of each semester, or for a period of up to four weeks to replace a permanent Employee who is on leave.
- 9.7 The maximum period of engagement of a casual Employee is 16 weeks at any one time. If SSAA engages a Swinburne University student as a casual Employee, SSAA may extend the engagement for an additional period of 16 weeks.
- 9.8 A casual Employee will be paid for a minimum of three hours for each engagement whether or not the time for which the casual Employee works is less than three hours.
- 9.9 A casual Employee will be paid the appropriate hourly rate plus a casual loading of 25%.
- 9.10 A casual Employee will not be entitled to payment for any of the holidays prescribed by clause 28, unless the casual Employee is required to work on such a day, and a casual Employee will not be entitled to paid leave of any kind.
- 9.11 A casual Employee who accepts employment on an ongoing or fixed-term basis will be entitled to have all prior service as a casual Employee with SSAA or its predecessors recognised as service for all purposes.

#### **Fixed-Term Employment**

- 9.12 SSAA may engage a fixed-term Employee in the following circumstances:
- 9.12.1 where the position is funded from a specific purpose grant for a project of limited duration;
  - 9.12.2 where the position is vacant as a result of an Employee's absence on leave (paid and/or unpaid) or secondment;
  - 9.12.3 where the position is of a temporary nature and limited duration for the purpose of undertaking a specific project or task;
  - 9.12.4 where, following appropriate consultation as provided for in clause 7.1, a new organisational area is implemented and the practicality of permanently filling a position is dependent on the continuing operation of the area beyond 12 months. For the purpose of this provision, 'new organisational area' shall not include areas providing substantially similar services as had existed previously; or

- 9.12.5 where a position is offered as a performance based contract. For the purpose of this provision, a performance based contract may be offered to Employees who receive a total remuneration package in excess of \$83,000 which set out key performance criteria or targets, which must be met within defined time frames or under defined circumstances ("performance based contracts").
- 9.12.6 where a student is engaged as part of a student leadership, mentoring, volunteer or work experience program, which does not replace the work being undertaken by SSAA Employees in ongoing roles.
- 9.13 Where a fixed-term Employee during the term of appointment is notified that there is to be either a renewal of the fixed-term appointment or that a permanent appointment is to be made, SSAA will ensure that there is no break in employment between the Employee's appointments. In such circumstances, where a break in employment nevertheless does occur, service will be deemed to be continuous for all purposes under this Agreement.
- 9.14 Where a fixed-term Employee is immediately after, or during the course of, the Employee's term of appointment employed by SSAA on an ongoing basis, the Employee's period of service during the fixed term will count as service with SSAA for all purposes.
- 9.15 Employment on a fixed-term contract will count as service for all purposes.
- 9.16 A fixed-term Employee may be employed on either a full-time or part-time basis.
- 9.17 A fixed-term Employee will be entitled to all the provisions of this Agreement.
- 9.18 Entitlements for part time Employees will be calculated on a pro rata basis.
- 9.19 The maximum duration of a fixed-term contract will be two years.

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## **10. PROBATION**

- 10.1 SSAA may employ Employees on a probationary basis for a period not exceeding six months from the date the Employee commences employment. Employment can be terminated during this probationary period by either SSAA or the Employee providing to the other one week's notice. If SSAA ends an Employee's employment during the probationary period, it shall provide one week's pay in lieu of notice.

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## **11. DISCIPLINE PROCEDURES**

- 11.1 Where SSAA considers that disciplinary action is necessary, the Director of SSAA or nominee will instigate a meeting with the Employee and discuss the concerns. This stage will be in the form of counselling, clarification of expectations and roles, and constructive criticism will be provided. At this stage factors adversely affecting the performance of duties, but which are outside the Employee's control may be identified, as well as any training needs. SSAA will advise the Employee how the Employee must improve or alter the Employee's performance, in light of these

considerations. If it considers it necessary, SSAA will provide the Employee with a verbal warning.

- 11.2 At each step of the process the Employee concerned will have the right to the assistance of a representative of their choice including representation from the NTEU.
- 11.3 Where the matter for which the Employee has received a verbal warning persists or reoccurs, SSAA may issue a 'first written warning'. The warning will specify the reasons for the warning and detail how the Employee must improve or alter the Employee's conduct or performance. The Director of SSAA or nominee will then instigate a meeting with the Employee to discuss the written notice and the improvement required; the improvement required will be appended to the written warning, together with an agreed timeframe for reviewing compliance with the required action. A copy of the warning will be given to the Employee and placed on the Employee's personnel file. After 6 months such record will be destroyed if no further disciplinary action is necessary.
- 11.4 Where the matter for which an Employee has received a first written warning persists or re-occurs, the procedure set out in clause 11.3 will be followed again but the written warning will be a 'final written warning'.
- 11.5 If the matter is still not resolved after the completion of the review period agreed to for the final written warning, SSAA may terminate the employment of the Employee by giving the appropriate period of notice. Except in cases of serious and wilful misconduct, no action to terminate the services of an Employee will start before disciplinary procedures have been followed.
- 11.6 The provisions of this clause do not apply in circumstances where an Employee's conduct justifies a decision to immediately terminate an Employee's employment.

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## **12. NOTICE OF TERMINATION**

- 12.1 Except for circumstances justifying a decision to summarily dismiss an Employee without notice, SSAA may terminate an Employee's employment by providing the Employee with 4 weeks' written notice or 4 weeks' pay in lieu of notice. This notice period or pay in lieu will be increased to 5 weeks where the Employee is over 45 years old and has completed at least 2 years of continuous service.
- 12.2 An Employee may terminate his/her employment by giving the following period of notice in writing.

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
2 years or less	2 weeks
More than 2 years	4 weeks

- 12.3 SSAA may approve lesser period of notice.
- 12.4 Statement of Service - A written statement of service shall be provided at the request of the Employee.

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**13. CHILD CARE**

- 13.1 An Employee responsible for the care of a child may, after negotiation with the Director of SSAA or nominee, be able to bring the child to work, where this does not adversely affect the performance of work by the Employee or other Employees and where the environment is a safe and reasonable place to do so.
- 13.2 Where an Employee is required to work overtime and child care is a particular problem for that Employee, this should be sufficient grounds for the Employee not to work overtime unless SSAA agrees that it will reimburse the Employee for any child care costs incurred as a result of the Employee working overtime as requested.

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**14. EQUAL OPPORTUNITY**

- 14.1 SSAA has a comprehensive Equal Employment Opportunity ('EEO') Policy which may be updated from time to time as required.

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**15. OCCUPATIONAL HEALTH AND SAFETY**

- 15.1 SSAA has a comprehensive Occupational Health and Safety ('OHS') Policy which may be updated from time to time as required.
- 15.2 The health and safety representative/s will be entitled to paid leave to attend an approved health and safety representative training course.
- 15.3 SSAA is committed to providing a healthy and safe environment for work that is free from bullying and violence.

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**16. REDUNDANCY****Consultation**

- 16.1 Where it appears to SSAA that a situation of redundancy has occurred, or is likely to occur, affecting Employees, SSAA will immediately advise the NTEU of this situation. A meeting of the Parties will be convened and SSAA will provide all relevant details to the NTEU and the affected Employees and the reasons for the redundancy of the Employees concerned. At all stages of the consultation process the Employee is entitled to be represented.

**Period of notice**

- 16.2 Where SSAA has, after consultation as above, made a definite decision that an Employee's position is to be made redundant, SSAA will give the Employee two months written notice. An Employee may elect to terminate the Employee's employment before the expiry of the notice period, in which case the Employee will be paid a lump sum in lieu of the remainder of the notice period in addition to the severance payments prescribed in clause 16.10.

### **Redeployment Principles**

- 16.3 The following principles will apply in cases of redeployment of Employees:
- 16.3.1 the continuing employment of permanent Employees will not be adversely affected by redeployment;
  - 16.3.2 the classification and salary level of permanent Employees will not be adversely affected by redeployment; and
  - 16.3.3 the recognition of the right of SSAA to determine the allocation of resources within its control and operation.

### **Implementation**

- 16.4 Where it is considered by SSAA that the redeployment of an Employee may arise, a meeting comprised of equal numbers of NTEU representatives and management representatives will be convened.
- 16.5 Employees potentially affected by a redeployment proposal will be given access to appropriate information and, at the Employee's discretion, counselling regarding the options available. An Employee may involve a NTEU representative of their choice in this consultation. An Employee potentially affected by redeployment may submit a written report and will have the option to appear in person before the parties. Assistance in preparing a report will be provided by SSAA if requested.
- 16.6 When considering a redeployment proposal, NTEU will have access to the relevant details provided under clause 16.1.
- 16.7 As part of the redeployment process, SSAA will seek to achieve the Employee's preferred redeployment option wherever possible. In cases where the Employee's preferred redeployment option is unavailable or unsuitable, other options including retraining and Employee development will be explored in order to broaden the available alternatives.

### **Retrenchment**

- 16.8 In the event that SSAA decides that redeployment is not feasible, the Employee will be retrenched at the end of the period of notice stated in SSAA's notification of redundancy under clause 16.2.
- 16.9 During the period of notice an Employee will be allowed reasonable time off without loss of pay for the purpose of seeking other employment, as well as reasonable access to resources to assist their endeavours, to find employment. The period of the reasonable time off during the notice period is to be agreed between the Director of SSAA or nominee and the Employee concerned.

### **Severance Payments**

- 16.10 Where an Employee has received formal notice that the Employee's position has been made redundant and an offer of redeployment to an acceptable alternative position is not available, the Employee will, subject to clause 16.12, be paid the following severance entitlements:

- 16.10.1 pro-rata accrued annual leave entitlements plus 17.5% annual leave loading;
- 16.10.2 a lump sum payment of four weeks' salary; and
- 16.10.3 four weeks' pay per year of service with SSAA pro rata to the completed month.

Payments will be limited to a maximum of 52 weeks.

- 16.11 Those Employees with more than one year's continuous service will be paid pro rata long service leave.
- 16.12 An Employee who does not accept an offer of acceptable alternative employment will not be entitled to receive the severance payments set out in clauses 16.10. For the purposes of clause 16.10, the term acceptable alternative employment is defined to mean employment with SSAA or another employer which is in the same geographical location where the Employee is currently employed, at the same level and in a position in which the duties are within the Employee's capability and skills.

#### **Exclusion of certain employment**

- 16.13 The provisions of clause 16 will not apply to:
  - 16.13.1 casual Employees; or
  - 16.13.2 the termination of employment of fixed-term Employees upon the expiration of the fixed-term.

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### **17. WORKLOADS**

- 17.1 An Employee who claims that the Employee's workload is excessive will, in the first instance, discuss the claim with the Employee's supervisor.
- 17.2 Where the discussions referred to in clause 17.1 fail to resolve the claim, the Employee may seek to have the matter addressed under the dispute resolution procedures specified in clause 8.

## **PART 3 WAGES AND ALLOWANCES**

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### **18. WAGES AND CLASSIFICATION STRUCTURE**

- 18.1 An Employee's salary and provisions in relation to the classification process and classification translation are set out in Schedule A to this Agreement.

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### **19. SUPERANNUATION**

- 19.1 SSAA will increase contributions to a superannuation fund on behalf of Employees from the current rate of 13% to 14% from 1 July 2016. From 1 July 2017 the

contributions will increase to 15% and a further increase from 1 July 2018 from 15% to 17%. This contribution will include the contribution which SSAA must make on behalf of Employees under the superannuation guarantee legislation. The superannuation contributions to be made by SSAA for casual Employees will be limited to the level of contributions specified by the superannuation guarantee legislation.

- 19.2 Employees may choose a compliant superannuation fund into which the Employee's contributions are paid by SSAA. If an Employee has not chosen their own superannuation fund, the contributions will be made by SSAA into the UniSuper fund or its successor.

#### **Absence from Work**

- 19.3 Paid Leave - contributions will continue whilst an Employee is absent on all paid leave such as annual leave, long service leave, public holidays, jury service, personal leave and compassionate leave.
- 19.4 Unpaid Leave - contributions will not be required to be made in respect of any absence from work without pay.
- 19.5 Work Related Injury or Sickness - in the event of an Employee's absence from work due to work-related injury or sickness, contributions will continue for the period of the absence, subject to the Employee being in receipt of payments in accordance with worker's compensation legislation.

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#### **20. HIGHER DUTIES ALLOWANCE**

- 20.1 Where an Employee performs part of the duties of a higher classification position, the Employee will be paid an allowance which will be equal to the difference between the Employee's salary and the salary paid in the higher classification position with the proportion being equal to the proportion of the duties of the higher classification position actually performed by the Employee.
- 20.2 An Employee shall be eligible for payment of a Higher Duties Allowance where the period of acting service in the higher position is continuous for a period of more than two consecutive working weeks.
- 20.3 For the purpose of this clause a holiday shall count as part of the qualifying period.
- 20.4 Higher Duties Allowance shall be payable from the date the Employee commenced the higher duties.
- 20.5 Where an Employee performs the full duties of a higher office the Employee shall be paid an allowance equal to the difference between the salary of the Employee and the salary payable had the Employee been promoted to the higher office.
- 20.6 Where an Employee who is performing the duties of a higher office is permanently promoted to that office the Employee shall not suffer any reduction in remuneration and shall receive the same increments as if the Employee had during the period of temporary service in the higher office been the permanent occupant of that office.



- 20.7 An Employee who at the time of proceeding on approved leave with pay (other than long service leave) was in receipt of an allowance under this clause shall continue to be paid such an allowance for the leave period.
- 20.8 An allowance payable to an Employee under this clause shall be regarded as salary for the purposes of calculating all other types of allowance including overtime.
- 20.9 An Employee shall not be penalised in any way for a refusal to perform higher duties.

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**21. TRAVEL ALLOWANCE**

- 21.1 Travel allowances will be paid on a reimbursement basis up to the level of liability set out in Schedule C to this Agreement. Proof of expenditure in the form of a receipt is required. However, where receipts are not available (e.g. car parking meters) the provision of a statutory declaration must be provided as evidence of the expense having been incurred.
- 21.2 All Employees who are required to travel on SSAA business in the Melbourne metropolitan area, or between tertiary institutions or as otherwise directed, will be entitled to claim for public transport costs or mileage costs as set out in Schedule C.
- 21.3 Time spent by an Employee travelling on SSAA business will count as time worked by the Employee.
- 21.4 All Employees required to travel intra or interstate on official SSAA business will be entitled to the following:
- 21.4.1 Economy class travel by train or by plane. SSAA will pre-purchase the necessary ticket or will reimburse the Employee the cost of the fares incurred.
  - 21.4.2 Appropriate overnight accommodation will be paid for by SSAA or SSAA will reimburse the Employee the cost of pre-approved accommodation with the exception of emergency situations where approval will be granted retrospectively.
  - 21.4.3 Meal allowances will be paid at the current rates set out in Schedule C.
  - 21.4.4 Incidental allowances to cover out of pocket expenses will be paid at the current rates identified in Schedule C.
- 21.5 Reimbursement of any other reasonable and unforeseen expenses incurred will be subject to approval by SSAA.

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**22. PAYMENT OF WAGES**

- 22.1 All Employees shall be paid their salaries on the basis of a fortnightly pay period via electronic transfer and will have access to electronic pay details. Underpayments will be corrected within 5 working days.

- 22.2 Payment for overtime worked by an Employee will be paid no later than the pay day of the following fortnightly pay period provided that a correctly completed timesheet is received prior to the payroll processing deadline.
- 22.3 All salary payments shall be accompanied by a statement setting out the relevant details on which the payment is based. This statement shall include gross salary, tax payable, higher duties allowance if applicable, and arrears and a full list of deductions authorised by the Employee specifying the amount of each deduction.
- 22.4 Where a payday falls on a public holiday observed by SSAA, salaries shall be paid on the preceding day on which SSAA is open for business.
- 22.5 SSAA shall only make deductions from an Employee's salary with the written authority of the Employee.

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**23. VOLUNTARY REMUNERATION PACKAGING**

- 23.1 The provisions of this clause will be available to all full time, part time and fixed term Employees, provided that the fixed term Employee is engaged for a minimum period of 12 months. Remuneration packaging is not available to casual Employees.
- 23.2 SSAA may agree to provide to an Employee a remuneration package which involves the Employee reducing part of their salary payable under this agreement in return for non-cash benefits offered by SSAA. The remuneration package will require the Employee to meet the full costs of the provision of such benefits and associated taxation and administration costs, provided that any payroll tax savings will be passed onto the Employee.
- 23.3 The implementation of a salary packaging arrangement will be subject to the provisions of the relevant taxation legislation.
- 23.4 Benefits provided by SSAA may include, but not be limited to the following:
- 23.4.1 Additional contributions to superannuation;
  - 23.4.2 Novated lease vehicles
- 23.5 Notwithstanding anything contained in this clause, the salary as specified in Schedule A to this Agreement will be used as the basis for calculation of the following:
- 23.5.1 Superannuation, annual leave, and long service leave entitlements;
  - 23.5.2 Termination payments, including superannuation, annual leave, and long service leave entitlements;
  - 23.5.3 Retrenchment benefits;
  - 23.5.4 Overtime and shift penalties;
  - 23.5.5 Trade union dues; and
  - 23.5.6 Annual leave loading entitlements

- 23.6 If SSAA and an Employee enter in to a remuneration packaging arrangement under this clause, the details of an Employee's remuneration package and its terms and conditions will be recorded in a written agreement between SSAA and the Employee.
- 23.7 Participation in a remuneration packaging scheme is voluntary.

#### **PART 4 HOURS OF WORK, OVERTIME**

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##### **24. HOURS OF WORK**

- 24.1 Ordinary hours of work will be worked between the hours of 8.00 am and 6.00 pm Monday to Friday inclusive, specific hours will be determined in consultation with Employees.
- 24.2 The ordinary hours of work will not exceed an average of 36.75 hours per week Monday to Friday or an average of 147 hours within a four week work cycle.
- 24.3 The ordinary hours of work for part-time Employees will be fixed when a part-time Employee is engaged and may only be varied by mutual agreement between SSAA and the Employee.

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##### **25. MEAL BREAKS AND ALLOWANCES**

- 25.1 An Employee required to continue work for more than two hours after the normal finishing time will, in addition to the payment for overtime or TOIL to which the Employee is entitled, be provided with a nutritious meal consistent with the Employee's needs. Where this is not possible a meal allowance as provided in Schedule C will be paid.
- 25.2 An Employee required to work on a Saturday, Sunday or any public holiday for more than four hours will, in addition to the payment for overtime or TOIL to which the Employee is entitled, be provided with a nutritious meal consistent with the Employee's needs. Where this is not possible, the Employee will be paid a meal allowance as stated in Schedule C.
- 25.3 Where such overtime continues for more than four hours after the first meal allowance becomes payable, an additional nutritious meal will be provided or meal allowance as stated in Schedule C will be paid after each four hour period of overtime worked.
- 25.4 This clause will not apply when the Employee is attending SSAA function or event where meals are provided.
- 25.5 An Employee shall not be required to work more than 5 consecutive hours without a break for a meal.
- 25.6 A meal break shall be at least 30 minutes but not more than one hour.
- 25.7 Time taken as meal breaks shall not be paid and shall not be counted as time worked.

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**26. OVERTIME AND TIME OFF IN LIEU****Overtime**

- 26.1 All authorised time worked in excess of or outside of the ordinary hours of duty prescribed by clause 24 shall be overtime and shall be paid for in accordance with this clause.
- 26.2 Where the ordinary hours of duty are fixed, each day's work shall stand alone in computing overtime and overtime rates shall apply to all time worked in excess of or outside of the fixed hours.
- 26.3 Where daily ordinary hours of duty are flexible the total hours worked in a work cycle as defined in clause 24 shall be computed and overtime rates shall apply to all time worked in excess of the ordinary hours of duty prescribed for the work cycle.
- 26.4 Any period of overtime which is continuous with ordinary duty and which extends beyond midnight shall be deemed to have been performed on the day the overtime commenced.
- 26.5 Where overtime is not continuous with ordinary duty and involves duty before and after midnight, the overtime shall be deemed to have been worked on the day for which the higher rate is payable.
- 26.6 Overtime shall be calculated to the nearest quarter of an hour of the total amount of overtime worked in a work cycle.
- 26.7 An Employee in receipt of a salary in excess of that prescribed for classification Level 7 shall not be eligible to receive payment for overtime but shall be allowed time off equivalent to the period of overtime worked.
- 26.8 The salary of an Employee for the purposes of computation of overtime shall not include shift work allowances or the casual loading but shall include higher duties allowance and any other allowance in the nature of salary.
- 26.9 The following rates shall apply in respect of overtime:
- 26.9.1 overtime worked Monday to Saturday inclusive - ordinary rate plus 50% for the first 3 hours and ordinary rate plus 100% thereafter;
- 26.9.2 for overtime worked on Sunday - ordinary rate plus 100%
- 26.10 An Employee required to work overtime which is not continuous with ordinary duty shall receive a minimum of 3 hours payment in respect of that overtime notwithstanding the period of duty may be less than 3 hours.
- 26.11 Where more than one overtime attendance is involved the minimum payment provision shall not operate to increase the overtime payment beyond that which would have been payable had the Employee remained on duty from the time of commencing one attendance to the time of ceasing a subsequent attendance.

### **Rest relief after overtime**

- 26.12 An Employee required to work so much overtime that there is not break of at least 10 consecutive hours plus reasonable travelling time between the cessation of one period of duty and the commencement of the next ordinary period of duty shall be released after completion of the overtime duty for a period of not less than 10 consecutive hours plus reasonable travelling time and such release shall be without any loss of pay for scheduled ordinary duty occurring during such absence.
- 26.13 An Employee required by SSAA to resume or continue work without having had at least 10 consecutive hours plus reasonable travelling time off duty shall be paid at ordinary rate plus 100% until released from duty for not less than 10 consecutive hours plus reasonable travelling time off duty and such release shall be without loss of pay for any scheduled ordinary duty occurring during such absence.
- 26.14 For the purpose of this clause "reasonable travelling time" shall mean the period of time normally required to travel from the place of residence of the Employee to the place of work and back.

### **Time off in Lieu**

- 26.15 Where it is agreed between the Employee and the Employee's manager or supervisor, prior to the overtime being worked, that paid overtime is not practicable, the overtime will accrue as time off in lieu ("**TOIL**").
- 26.16 Where possible, TOIL must be taken within three months of its accrual and should not be allowed to accrue to more than thirty-eight hours at any one time. If it is not practicable for TOIL to be taken in accordance with this clause due to unforeseen circumstances (such as short staffing due to illness), the Employee and the Employee's manager or supervisor may agree to alternative arrangements for the taking of TOIL. TOIL not taken on termination of employment will be paid out.
- 26.17 An Employee may be asked to work a reasonable amount of overtime with reasonable notice, provided that an Employee may refuse to work overtime in the event that it will cause personal difficulties including if the Employee is unable to organise alternative child minding arrangements.
- 26.18 TOIL entitlements shall be calculated in the same manner as is prescribed in clause 26.9.
- 26.19 An Employee who undertakes approved training outside of the ordinary working hours shall accrue TOIL at the rates specified above.
- 26.20 TOIL granted for working on Cup Day, Labour Day or the Queens Birthday shall be at 200% of the relevant hourly rate.
- 26.21 In circumstances where an Employee has agreed to supervise one or more overnight camps/trips per calendar year, clause 21 and clause 26 shall not apply to time worked for the duration of the camp/trip. Employees who are required to be on call for the duration of the overnight camp/ trip will be entitled to 4 hours TOIL for each 24 hour period they are on call.

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## **27. FLEXIBLE ARRANGEMENTS**

- 27.1 This clause constitutes the flexibility term referred to in section 202 of the Act.
- 27.2 An Employee shall be entitled to enter into an individual flexibility arrangement with SSAA about any of the following matters:

### **Flexitime**

- 27.2.1 An Employee, other than a casual Employee, may work flexible hours (flexitime) by the agreed alteration to the manner in which an Employee usually works their ordinary hours of work or by the alteration in the span of hours. The proposal to work flexitime may be initiated by either the Director of SSAA or nominee or an Employee.
- 27.2.2 The ability to work flexitime is subject to the needs of SSAA's business. The introduction of flexitime is subject to the requirements of operational efficiency and the maintenance of a level of staff adequate for effective communication and the proper discharge of day-to-day functions and responsibilities.
- 27.2.3 It is also recognised that flexitime may be an important aspect of the commitment of SSAA to family-friendly work practices. Flexitime is based on co-operation and trust between Employees and management.
- 27.2.4 This Clause has the effect of varying clause 24.

### **48/52 Employment Arrangement (Purchased leave)**

- 27.2.5 A full-time Employee (contract or ongoing) may work 44 weeks of an agreed twelve month period. Within that twelve month period the Employee will be entitled to have four weeks of paid leave in addition to the normal four weeks annual leave, with a commensurate reduction in salary.
- 27.2.6 All full-time Employees are eligible to apply to their supervisor for approval to work a 48 week year.
- 27.2.7 Approval from the Employee's supervisor must be obtained prior to final approval being given by the employer.
- 27.2.8 Participation in the 48 week year scheme is for periods of one year agreed annually.
- 27.2.9 When an Employee is granted a 48-week year, their salary will be paid at the full-time rate of 48/52 salary for that twelve month period.
- 27.2.10 All periods of paid leave, (except Long Service Leave), taken during a 48-week scheme will be paid at the full-time rate of 48/52 salary for that twelve month period.
- 27.2.11 Periods of Long Service Leave taken during a 48-week scheme will be paid at the full-time 48/52 rate or at a lesser, appropriate rate for Long Service

Leave on full pay where an Employee's average employment fraction does not entitle them to be paid the higher rate.

- 27.2.12 During a 48-week scheme, annual and long service leave will continue to accrue at the normal full-time rate.
  - 27.2.13 All eight weeks leave must be taken during the period for which approval to participate in the scheme has been given.
  - 27.2.14 During a 48-week scheme a participating Employee may reduce superannuation contributions to a level based upon the actual salary paid to them for that year. If an Employee wishes to maintain superannuation contributions at a notional full-time rate, they must obtain the approval of their supervisor and the employer.
  - 27.2.15 Applications for the 48-week year scheme must be made to the Employee's supervisor. Once approval from the Employee's supervisor has been received, final approval is given by the nominated representative of the employer.
  - 27.2.16 Additional leave accrued pursuant to this clause must be taken in the agreed twelve month period.
  - 27.2.17 This clause has the effect of varying clause 1.1 and clause 4 of Schedule A and clause 19 Superannuation.
- 27.3 SSAA shall ensure in relation to entering into an individual flexibility arrangement that:
- 27.3.1 It is genuinely agreed to by SSAA and the Employee.
  - 27.3.2 It is about a "permitted matter" and is not an "unlawful term", as defined in the Act.
  - 27.3.3 The Employee will be better off overall as a result of entering into the individual flexibility arrangement than would have been the case if they had not done so.
  - 27.3.4 The individual flexibility arrangement does not require that anyone else approve it, other than the Employee and SSAA.
  - 27.3.5 The individual flexibility arrangement may be terminated at any time by agreement in writing, and can be terminated unilaterally at 28 days' notice.
  - 27.3.6 The individual flexibility arrangement is agreed to in writing and signed by the Employee (or in the case of an Employee under the age of 18, by their parent or guardian) and SSAA.
  - 27.3.7 SSAA must give the individual Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

## **PART 5 STATUTORY HOLIDAYS, LEAVE ETC**

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### **28. PUBLIC HOLIDAYS AND CHRISTMAS CLOSURE**

- 28.1 Employees will be entitled to the following holidays without loss of pay:
- 28.1.1 New Year's Day, Good Friday, Easter Saturday (if the Employee normally works on that day), Easter Monday, Easter Tuesday, Christmas Day, Boxing Day; and
  - 28.1.2 the following days, as prescribed throughout the state of Victoria: Australia Day, ANZAC Day, Queen's Birthday and Labour Day; and
  - 28.1.3 any other day or days as may be gazetted in addition to or in substitution of any of these days by proclamation or Act of Parliament, and including Melbourne Cup Day.
- 28.2 Provided that where Christmas Day, Boxing Day and New Year's Day fall on weekends, substitute days shall be given on the next Monday and or Tuesday.

#### **Shut Down - Christmas / New Year Closure**

- 28.3 Employees are entitled to take three days paid leave in the period between Christmas and New Year's day without this period of leave being deducted from the Employee's leave entitlements.

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### **29. ANNUAL LEAVE**

- 29.1 An Employee shall be entitled to annual leave on full pay at the rate of twenty working days for each completed year of service from the date of appointment.
- 29.2 Where a public holiday occurs during the period an Employee is absent on annual leave and such holiday is observed by SSAA, no deduction shall be made for that day from the annual leave credits of the Employee.
- 29.3 Where an Employee with accrued personal leave credits is ill for two or more consecutive working days whilst absent on annual leave, the Employee shall, provided that a certificate from a registered medical practitioner or a statutory declaration by the Employee is submitted for the period of illness, be placed on personal leave and no deduction shall be made from annual leave credits for the days in question.
- 29.4 The time of taking annual leave shall be by mutual agreement between the Employee and the supervisor provided that:
- 29.4.1 the Employee shall be entitled to take up to twenty working days annual leave as a single continuous period;
  - 29.4.2 the Employee may be granted annual leave in advance of the date on which the Employee will accrue an entitlement to such leave.



- 29.5 If the Employee and the supervisor are unable to agree upon the time of taking annual leave, the matter shall be referred to the Director of SSAA for resolution.
- 29.6 With the approval of the Director of SSAA or nominee, an Employee may accumulate annual leave up to a maximum of forty working days.
- 29.7 Where an Employee resigns or retires or is dismissed or otherwise terminated from employment the Employee shall receive payment in lieu of annual leave accrued but not taken provided that, in the event of termination of employment due to the Employee's death, such payment shall be made to the legal representative of the Employee. In all instances payment in lieu shall be for all annual leave accrued for each completed year of service plus a pro-rata amount for the current year of service calculated on a daily basis.

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**30. ANNUAL LEAVE LOADING**

- 30.1 Employees are entitled to a 17.5% annual leave loading, at the rate of twenty working days for each completed year of service, from the date of appointment subject to a maximum payment of the equivalent of the Commonwealth Statistician's average weekly total earnings of all males (Australia) for the September quarter preceding the date of accrual.
- 30.2 Annual leave loading is calculated on the ordinary salary/wage rate of payment (excluding weekends, public holidays, overtime and penalty rates). Leave loading will be payable on the first pay period in December each year or pro rata on the date of termination of employment.

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**31. PERSONAL/CARER'S LEAVE**

- 31.1 An Employee shall be entitled to personal/carer's leave on full pay at the rate of 15 days for each completed year of service from the date of appointment. Such leave shall be credited twelve months in advance provided that, in the first year of employment:
- 31.1.1 an Employee appointed on a permanent basis or a contract basis for a period of twenty-four months or more shall be credited on appointment with 30 days personal/carer's leave for the first two years of service;
  - 31.1.2 an Employee appointed on a contract basis for a period less than twenty-four months shall be credited on appointment with the amount of leave that would accrue during the period of the contract.
- 31.2 Personal/carer's leave shall accumulate if not taken.
- 31.3 Personal/carer's leave may be accessed for personal (sick) and/or carer's leave purposes up to an aggregate of 15 days paid leave per year.
- 31.4 Personal/carer's leave may be accessed for carer's leave purposes up to an aggregate of 15 days paid leave per year which is inclusive of entitlements at clause 32.1.

- 31.5 Personal leave credits shall be transferable between related entities of SSAA provided that such credits shall only be recognised where any break in service between the cessation of duty with an approved employer and commencement of duty with SSAA does not exceed 12 months.
- 31.6 Where a public holiday falls during a period when an Employee is absent on personal/carer's leave and such holiday is observed by SSAA, no deduction shall be made for that day from the personal/carer's leave credits of the Employee.
- 31.7 For any day of personal/carer's leave which forms part of period in excess of three days during which the Employee is absent from work (including weekends and public holidays) or any period of absence in excess of six aggregate working days in any year of service, the Employee shall furnish proof of illness to SSAA. A certificate from a registered medical practitioner (see definitions) or a statutory declaration by the Employee shall be accepted as proof of illness. In the absence of such proof, the period of absence from duty shall be without pay or, at the request of the Employee, shall be deducted from annual leave credits of the Employee.
- 31.8 The Employee will, wherever practicable, give SSAA notice prior to the absence of the intention to take leave, the reasons for taking such leave, the estimated length of absence and (for carer's leave only) the name of the person requiring care and the person's relationship to the Employee. If it is not practicable for the Employee to give prior notice of absence, the Employee will notify SSAA by telephone of such absence at the first opportunity on the day of absence.
- 31.9 An Employee who contracts an infectious disease classified as notifiable to the Victorian Health Commission, or who is required by a medical practitioner to remain in isolation by reason of contact with a person suffering from a notifiable infectious disease, shall be granted isolation leave on full pay for the period that the Employee is required to be absent and shall not have such leave deducted from personal leave credits.

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**32. SPECIAL CARER'S LEAVE**

- 32.1 An Employee with responsibilities in relation to members of their immediate family or in relation to members of their household who need their care and support will be entitled to use, in accordance with this clause, an entitlement of up to five days non-cumulative carer's leave per year for absences to provide care and support for such persons when they are ill, or when an emergency renders it essential that the Employee attend to that person.
- 32.2 The entitlement to use carer's leave in accordance with this clause is subject to:
- 32.2.1 the Employee being responsible for the care of the person concerned;
  - 32.2.2 the person concerned being either a member of the Employee's immediate family or a member of the Employee's household; and
  - 32.2.3 the Employee utilising the non-cumulative five days of special carer's leave prior to utilising their entitlement to 10 days paid personal/carer's leave entitlement at clause 31.4.

- 32.3 The Employee will, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- 32.4 The Employee will, wherever practicable, give SSAA notice prior to the absence of the intention to take leave, the name of the person requiring care and the person's relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee will notify SSAA by telephone of such absence at the first opportunity on the day of absence.
- 32.5 An Employee may elect, with the consent of SSAA, to take unpaid leave for the purpose of providing care to a family member who is ill.
- 32.6 In the event of any dispute arising in connection with this clause, such dispute shall be dealt with in accordance with the dispute resolution procedures of this Agreement set out in clause 8.

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**33. LONG SERVICE LEAVE**

- 33.1 Service credits for long service leave are transferable between SSAA related entities.
- 33.2 An Employee shall be entitled to have service with previous employers in accordance with clause 33.1 recognised for the purpose of determining the long service entitlement of the Employee provided that:
- 33.2.1 any break in service with authorities specified in clause 33.1 does not exceed twelve months;
- 33.2.2 an Employee on or after the date of this Agreement shall make any claim for recognition of service within six months of the date of appointment. The Director of SSAA shall process the request for recognition of prior service as soon as possible after the date of the Employee's appointment but no later than twelve months from that date. The Director of SSAA will notify the Employee in writing as to the amount of service with previous employers recognised for long service leave purposes. A notice giving full details of the provisions for transfer of long service leave credits shall be provided to the Employee with the letter of appointment;
- 33.2.3 a claim for recognition of service shall only be approved upon the production of evidence satisfactory to SSAA; and
- 33.2.4 the amount of service with previous employers recognised for long service leave purposes shall not exceed ten years.
- 33.3 An Employee with ten years or more recognised service shall be entitled to take long service leave at a time of his or her choosing provided that at least six months' notice is given by the Employee of intention to take such leave or, in the absence of such notice, the Director of SSAA is satisfied that alternative arrangements can be made to cover the workload of the Employee.

- 33.4 An Employee who takes long service leave in accordance with clause 33.3 may take all or portion of the long service leave entitlement of the Employee on a continuous basis provided that a minimum continuous period of one month on full pay or two months on half pay shall be taken at any one time.
- 33.5 Where an Employee has had a leave balance of thirteen weeks or more for three years, the Director of SSAA may by notice in writing to the Employee, direct that Employee to take that leave or such minimum number of weeks as may be required. Such leave shall be commenced within a period of two years from the date of the issue of such written notice.
- 33.6 Where an Employee with accrued personal leave credits becomes ill for two or more consecutive working days while on long service leave the Employee shall, provided that a certificate from a registered medical practitioner or a statutory declaration from the Employee is submitted for the period of the illness, be entitled to be placed on personal leave and no deduction shall be made from long service leave credits for the days in question.
- 33.7 Where a public holiday occurs during the period that an Employee is absent on long service leave and such holiday is observed by SSAA no deduction shall be made for that day from the long service leave credits of the Employee.
- 33.8 An Employee, or where applicable, his or her legal representative, shall be entitled to payment in lieu of long service leave accrued but not taken as at the date of termination of service where:
- 33.8.1 The employment of the Employee at SSAA terminates after seven years or more service including recognised service with another employer.
- 33.8.2 After four years service at SSAA the Employee retires on the grounds of age or ill health or the Employee dies.
- 33.9 Where payment is made in lieu of long service leave the amount of such pay shall be computed on a daily basis equivalent to 1.3 weeks per annum.
- 33.10 Notwithstanding the minimum continuous period of long service leave that can be taken under clauses 33.4 and 33.12, should an Employee become ill or injured while taking that long service leave, the requirement for a minimum period of long service leave shall not apply.
- 33.11 An Employee will be entitled to long service leave at the rate of 1.3 weeks for each year of continuous service after five years service and at the rate of 1.3 weeks for every additional year service thereafter. Such leave will be on full pay provided that the Employee may elect to convert all or part of the period of entitlement to double the period by taking leave on half pay.
- 33.12 The time of taking long service leave accrued at five years but less than 10 years' service shall be by mutual agreement between the Employee and the supervisor.
- 33.13 The minimum continuous period of long service leave granted in accordance with clause 33.12 shall be one week.

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**34. PAID LEAVE FOR TRADE UNION TRAINING**

- 34.1 An Employee who has been selected to attend an approved trade union education course will be entitled to a maximum of five days' paid leave per calendar year for that purpose, provided that operating requirements permit the granting of such leave. SSAA may approve paid leave of absence in excess of five days and up to a maximum of ten days in any one year except that the total leave granted, in that year and the subsequent year will not exceed ten days in total.
- 34.2 Approved trade union education courses will include any course conducted:
- 34.2.1 by or with the support of the NTEU;
  - 34.2.2 by or under the auspices of an association of trade unions, the scope, content and level of which course contributes to a better understanding of industrial relations.
- 34.3 An application for leave under this clause will be accompanied by a statement from the NTEU to the effect that the NTEU has nominated the Employee for the course or supports the Employee's application. The application must be accompanied by a statement detailing dates, times, venue and content of the education course.
- 34.4 Leave granted under this clause:
- 34.4.1 will be on full pay which will include payments which are deemed to be part of pay for all purposes but will not include shift penalty and overtime payments;
  - 34.4.2 may include any necessary travelling time in normal working hours immediately before or after the education course; and
  - 34.4.3 will count as service for all purposes.
- 34.5 An Employee granted leave under this clause will not be entitled to reimbursement of personal expenses such as fares, accommodation or meal costs incurred in attending an education course.

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**35. COMPASSIONATE LEAVE**

- 35.1 Subject to prompt notice being given to SSAA, an Employee will upon the death, serious illness or serious injury of a partner, son, daughter, step-son, stepdaughter, parent, step-mother, step-father, brother, sister, step-brother, step-sister, grandson, granddaughter, grandparent, parent-in-law, son-in-law, daughter-in-law, or any other person approved by SSAA (including a close friend), be entitled to leave of absence without loss of pay, for a period not exceeding five days.
- 35.2 Where the period of leave granted under clause 35.1 is inadequate due to special circumstances, such as a delayed funeral or the need for the Employee to undertake extensive travel, the Employee may use other accumulated leave credits for which they are eligible to extend the period of leave.

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**36. SPECIAL LEAVE**

- 36.1 In cases of pressing necessity other than illness of the Employee, SSAA may grant additional paid leave at the discretion of the Director of SSAA.

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**37. STUDY LEAVE**

- 37.1 To be eligible for study leave, a course of study must be relevant to the Employee's position and have the ability to enhance the knowledge, skills and/or expertise of the incumbent. It is the responsibility of the Director of SSAA or nominee to determine whether or not a course of study meets these requirements in order for an Employee to have entitlement to this provision.
- 37.2 One subject per semester - up to 3 hours per week for the attendance of lectures and tutorials and up to 2 days per annum for the preparing and attending of examinations.
- 37.3 Two or more subjects per semester - up to five hours per week for the attendance of lectures and tutorials and up to 4 days per annum for the preparing and attending of examinations.
- 37.4 Employees studying via flexible delivery shall be entitled to the stated hours above for the preparation of course work, rather than the attending of lectures or tutorials. Preparing and attending examinations is in accordance with the above-mentioned formula, depending on the number of subjects.
- 37.5 Part time Employees will be entitled to study leave on a pro rata basis.
- 37.6 Employees who are undertaking a course of study but who are not receiving paid study leave will be entitled to paid time off to sit examinations subject to approval from the Director of SSAA.

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**38. LEAVE TO ATTEND NTEU COUNCIL**

- 38.1 Delegates to NTEU Council will be granted leave with pay for the purposes of attending State and National Councils of the NTEU.

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**39. PARENTAL LEAVE****General**

- 39.1 Parental leave comprises maternity leave, partner leave and adoption leave.
- 39.2 For the purposes of this clause, the term "partner" means a spouse, a de facto spouse or the same sex partner.
- 39.3 The parental leave provisions in this clause do not apply to casual Employees.

## **Maternity leave**

- 39.4 An Employee who has served for a continuous period of not less than twelve months and who submits to the Director of SSAA a certificate from a registered medical practitioner stating that she is pregnant and specifying the day on which it is expected she will be delivered shall be entitled to:
- 39.4.1 leave on full pay for a continuous period of 18 weeks to be taken within the period commencing six weeks prior to the expected date of delivery and concluding 14 weeks after the actual date of delivery;
  - 39.4.2 Additional leave without pay as will bring the aggregate leave to a continuous period of twelve months. Such leave without pay shall be taken within the period from twenty weeks before the expected date of delivery to twelve months after the commencement of the period of paid leave.
- 39.5 An Employee who has served for a continuous period of less than twelve months and who submits to the Director of SSAA a certificate from a registered medical practitioner stating that she is pregnant and specifying the day on which it is expected she will be delivered shall be entitled to:
- 39.5.1 Leave on full pay for a continuous period at the rate of one week for each month of service to a maximum of 8 weeks, to be taken within the period commencing six weeks prior to the expected date of delivery and concluding twelve weeks after the actual date of delivery.
  - 39.5.2 Additional leave without pay as will bring the aggregate total leave to a continuous period of twelve months. Such leave without pay shall be taken within the period from twenty weeks before the expected date of delivery to twelve months after the commencement of the period of paid leave.
- 39.6 An Employee on maternity leave:
- 39.6.1 may use accrued annual leave and long service leave credits to cover any of the period of leave without pay;
  - 39.6.2 who contracts an illness resulting from pregnancy or childbirth and such illness extends beyond the period of paid maternity leave shall, upon the submission of a medical certificate or statutory declaration, be entitled to be placed on personal leave for the period of illness subsequent to the date on which paid maternity leave expires.
- 39.7 The Employee shall provide written notice to the Director of SSAA not less than four weeks preceding the date upon which she proposes to commence maternity leave stating the period of leave to be taken save that the Director of SSAA may waive the requirement for notice.
- 39.8 Where an Employee's partner is employed by SSAA, an Employee's entitlement to paid maternity leave will be reduced by any period of paid partner leave taken by the Employee's partner under clauses 39.14 and 39.15 in relation to the same child. Further, apart from leave of up to five consecutive working days taken by the Employee's partner at the time of birth of the child, an Employee's entitlement to paid

maternity leave must not be taken at the same time as leave (both paid and unpaid) taken by the Employee's partner.

- 39.9 An Employee may choose to take a period of paid maternity leave on half pay for double the eligible period provided that taking leave on half pay will not act to extend the Employee's maximum entitlement to maternity leave.
- 39.10 SSAA may direct an Employee to commence maternity leave at any time within six weeks of the expected date of birth of the child, provided that:
- 39.10.1 written notice of such direction of at least ten working days will be given to the Employee; and
- 39.10.2 the Employee will be entitled to remain at work upon the provision of a certificate from a registered medical practitioner stating that the Employee is fit for work.
- 39.11 A pregnant Employee may work part time in one or more periods in which part time employment is necessary or desirable due to the pregnancy.
- 39.12 A primary care giver may work part time in one or more periods at any time from the date of the birth of the child until the child's second birthday or in relation to adoption from the placement of the child until the second anniversary of the placement.
- 39.13 An Employee has a right to return to their pre-parental leave position on a fractional basis upon their return to work from parental leave.

#### **Partner leave**

- 39.14 An Employee will be entitled to partner leave on full pay for five consecutive working days or for a period which in the aggregate does not exceed five working days. Such leave will be taken within the period commencing in the week prior to the expected date of birth of the child and concluding six weeks after the birth of the child or, in the case of adoption of a child, within six weeks from the date of placement. The five consecutive working days paid leave referred to in this clause is part of, and not in addition to, an Employee's entitlement to paid partner leave set out in clauses 39.15 and 39.16 .
- 39.15 An Employee who has served a continuous period of not less than twelve months and who provides a statutory declaration and a certificate from a registered medical practitioner stating that their partner is pregnant and specifying the day on which the child is expected to be born will be entitled to:
- 39.15.1 leave on full pay for a continuous period of 18 weeks to be taken within the period commencing from the date the Employee's wife, de facto wife or same sex female partner is no longer taking maternity leave; and
- 39.15.2 additional leave without pay as will bring the aggregate leave to a continuous period of 52 weeks. Such leave without pay will be taken within the period from the date the Employee becomes the primary care giver.
- 39.16 An Employee who has served a continuous period of less than twelve months and who provides a statutory declaration and a certificate from a registered medical



practitioner stating that their partner is pregnant and specifying the day on which the child is expected to be born will be entitled to:

- 39.16.1 leave on full pay for a continuous period at the rate of one week for each month of service to be taken within the period commencing from the date the Employee's wife, de facto wife or same sex female partner is no longer taking maternity leave; and
  - 39.16.2 additional leave without pay as will bring the aggregate leave to a continuous period of 52 weeks. Such leave without pay will be taken within the period from the date the Employee becomes the primary care giver.
- 39.17 An Employee's entitlement to partner leave set out in clause 39.15 and 39.16 (both paid and unpaid) will be reduced by any period of paid or unpaid maternity leave taken by the Employee's partner in relation to the same child. Further, apart from partner leave of up to five consecutive days taken under clause 39.14, paid partner leave will not be taken at the same time as any period of paid or unpaid maternity leave taken by the Employee's partner.
- 39.18 An Employee may choose to take the period of paid partner leave on half pay for double the period of the entitlement provided that this provision will not act to extend the maximum entitlement to partner leave under this clause.
- 39.19 An Employee on partner leave may use accrued annual leave and long service leave credits to cover any period of unpaid partner leave.
- 39.20 An Employee must, not less than ten weeks prior to the proposed period of partner leave, give SSAA notice in writing stating the dates on which the Employee proposes to start and finish the period(s) of partner leave. The Employee will also produce, at this time, the statutory declaration described in clause 39.21.
- 39.21 An Employee who seeks to take partner leave under clauses 39.14, 39.15 or 39.16 must produce a statutory declaration stating:
  - 39.21.1 that the Employee will take that period of partner leave to become the primary care giver of a child, specifying the date on which the Employee will become the primary care giver;
  - 39.21.2 the particulars of any period of maternity leave sought or to be taken by the Employee's wife, de facto wife or same sex female partner; and
  - 39.21.3 that for the period of partner leave, the Employee will not engage in any conduct that is inconsistent with the Employee's contract of employment.
- 39.22 The Employee will not be in breach of this clause as a consequence of a failure to give the notice required in clause 39.20 if such failure is due to:
  - 39.22.1 the birth of the child occurring earlier than the expected date; or
  - 39.22.2 the death of the mother of the child; or
  - 39.22.3 any other compelling circumstance.

- 39.23 The Employee must immediately notify SSAA of any change in the information provided under clause 39.21.
- 39.24 Provided that the maximum period of partner leave does not exceed the period to which the Employee is entitled, the period of partner leave may be extended once only by the Employee giving not less than 14 days written notice stating the period by which the leave is to be extended. The period of partner leave may be further extended by agreement between SSAA and the Employee.
- 39.25 The period of partner leave taken by the Employee may, by agreement between SSAA and the Employee, be shortened by the Employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.
- 39.26 Partner leave applied for but not commenced will be cancelled when the pregnancy of the Employee's wife, de facto wife or same sex female partner ends other than by the birth of a living child.
- 39.27 Paid personal leave or other paid leave (excluding annual leave or long service leave) will not be available to an Employee during their absence from work on partner leave.
- 39.28 An Employee on partner leave will have the ability to return to the position and fraction of employment held prior to the Employee taking partner leave.
- 39.29 Normal incremental advancement within salary classifications will continue during spouse's leave.
- 39.30 An Employee employed on a short term contract whose contract expires during a period of paid partner leave will not be eligible for further partner leave after the date of expiry of the contract unless the Employee is re-employed on a permanent basis or on a further contract. The provision of paid partner leave will not be grounds for the termination of a short term contract or for a refusal by SSAA to offer re-employment.

#### **Adoption leave**

- 39.31 An Employee who submits satisfactory evidence of being an approved applicant for the adoption of a child, and who will be the primary care giver, and of the date of placement of that child shall be entitled to:
- 39.31.1 where the child is at the date of adoption under twelve months of age, leave on full pay for a continuous period of 18 weeks commencing from the date of placement;
- 39.31.2 where the child is at the date of adoption twelve months or more than twelve months of age, leave on full pay for a continuous period of 9 weeks commencing from the date of placement;
- 39.31.3 such leave without pay as will bring the aggregate leave to a continuous period not exceeding twelve calendar months.
- 39.32 An Employee employed on a short-term contract whose contract expires during a period of paid adoption leave shall not be eligible for further adoption leave after the date of expiry of the contract unless she is re-employed on a permanent basis or on a

further contract. The provision of adoption leave shall not be grounds for the termination of a contract or for a refusal by the SSAA to offer re-employment.

- 39.33 Normal incremental advancement within salary classifications shall continue during adoption leave.
- 39.34 An Employee may choose to take the period of paid adoption leave on half pay for double the eligible period provided that this provision will not act to extend the maximum entitlement to adoption leave.
- 39.35 An Employee wishing to take adoption leave must, not less than ten weeks prior to each proposed period of adoption leave, give SSAA notice in writing stating the dates on which the Employee proposes to start and finish the period(s) of adoption leave and produce a statutory declaration as described in clause 39.36.
- 39.36 The Employee must produce, in relation to any period of adoption leave, a statutory declaration stating:
- 39.36.1 that the Employee will take that period of adoption leave to become the primary care giver of a child;
  - 39.36.2 the particulars of any period of adoption leave sought or taken by the Employee's husband, wife, de facto husband, de facto wife or same sex partner; and
  - 39.36.3 that for the period of adoption leave, the Employee will not engage in any conduct inconsistent with the Employee's contract of employment.
- 39.37 An Employee on adoption leave shall have the right to return to their pre-adoption leave position upon their return to work from adoption leave.

#### **Return to Work**

- 39.38 An Employee shall confirm his or her intention to return to work by providing written notice to the Director of SSAA of not less than four weeks prior to the expiration of the period of parental leave. Upon the expiration of the period of leave, the Employee shall be entitled to return to work to their pre-parental leave position or if that position no longer exists on a full-time or fractional-time basis as the case may be on his or her substantive classification and salary with duties commensurate with his or her qualifications and experience and as far as practicable similar to those performed by her prior to the taking of parental leave.
- 39.39 Normal incremental advancement within salary classifications shall continue during parental leave.

#### **Return to Work - Fractional**

- 39.40 An Employee returning to work from a period of parental leave may seek to return at a reduced fraction under the provisions of clauses 39.41 and 39.42.
- 39.41 An Employee wishing to return to work at a reduced fraction will advise SSAA not less than eight weeks prior to the expiration of the period of parental leave of the Employee's desire to return at a reduced fraction. At the same time, the Employee will

advise both the preferred fraction and the desired duration of the reduced fraction of employment.

- 39.42 The Employee will have the ability to return to the Employee's pre-parental leave position and fraction of employment at the expiry of the agreed period.

#### **Delayed Return to Work**

- 39.43 In addition to the provisions of clause 39.24, an Employee on parental leave may seek to extend the period of leave without pay under the provisions of clauses 39.44, 39.45 and 39.46.
- 39.44 An Employee wishing to extend the period of parental leave without pay will advise SSAA not less than eight weeks prior to the expiration of the period of parental leave of the Employee's desire to extend the period of parental leave without pay. At the time of notifying the Employee's desire to extend the period of leave without pay, the Employee will advise the desired duration of the extension of leave without pay.
- 39.45 The extension of parental leave without pay will be the period agreed between the Director of SSAA or nominee and the Employee. The maximum period of the extension of parental leave without pay is a period of 52 weeks.
- 39.46 At the expiry of the agreed period the Employee will have the right to resume work at the fraction of employment and on the substantive classification and salary with duties commensurate with the qualifications and experience held and as far as practicably similar to those performed prior to the Employee taking parental leave.
- 39.47 An Employee on a short-term contract whose contract expires during a period of paid maternity leave shall not be eligible for further maternity leave after the date of expiry of the contract unless she is re-employed on a permanent basis or on a further contract. The provision of maternity leave shall not be grounds for the termination of a contract or for a refusal by SSAA to offer re-employment.
- 39.48 An Employee whose pregnancy, having proceeded for a period of not less than twenty weeks, terminates by miscarriage or results in a still-born child, shall be entitled to:
- 39.48.1 paid leave as per clause 39.4 and 39.5 as the case may be, or where the Employee has commenced such leave, that period of paid leave outstanding.
- 39.48.2 such leave without pay as will bring the aggregate leave to a continuous period not exceeding six calendar months or to such longer period as may be certified by a medical practitioner up to a maximum of twelve calendar months.
- 39.49 Subject to clause 39.48 maternity leave applied for but not commenced shall be cancelled where the pregnancy of an Employee terminates other than by the birth of a living child.

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#### **40. LEAVE FOR ABORIGINAL AND TORRES STRAIT ISLANDER CULTURAL PURPOSES**

- 40.1 Employees who identify themselves as and are accepted as members of Aboriginal or Torres Strait Islander communities will be entitled to leave without pay of up to five

working days in any calendar year for the purpose of fulfilling ceremonial obligations. Such obligations may be 'traditional' or 'urban' in nature and may include initiation, birthing and naming, funerals, smoking or cleansing and sacred site or land ceremonies provided that satisfactory evidence, such as a statutory declaration, is submitted to the Director of SSAA or nominee in support of a claim for such leave.

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**41. BLOOD DONATION LEAVE**

- 41.1 An Employee, other than a casual Employee, is entitled to be absent from work without loss of pay for a period not normally exceeding 2 hours for the purposes of donating blood four times per calendar year. The Employee must ensure that the time of donation will have minimal impact on the business of SSAA.
- 41.2 Proof of the attendance of the Employee at a recognised place for the purpose of donating blood, and the duration of such attendance, must be provided to the satisfaction of SSAA if required. The Employee will give reasonable notice of the date and time upon which they are requesting to be absent for the purpose of donating blood.

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**42. JURY SERVICE**

- 42.1 An Employee who is required to attend a Court for the purpose of jury service shall be entitled to jury service leave on full pay for the duration of such attendance.
- 42.2 Where an Employee who is on long service leave or annual leave is required to attend a Court for the purpose of jury service the Employee shall be placed on leave as per clause 42.1 and no deduction shall be made from the long service leave or annual leave credits of the Employee for the day or days of attendance for jury service.
- 42.3 Any fees paid to an Employee by reason of jury service shall not be deducted from the Employee's salary.

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**43. LEAVE FOR RELIGIOUS PURPOSES**

- 43.1 An Employee shall be entitled to leave without pay of up to three working days in any calendar year for the purpose of observance of religious occasions provided that satisfactory evidence, such as a statutory declaration, is submitted to the Director of SSAA in support of a claim for such leave

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**44. WORKERS COMPENSATION AND MAKE-UP PAY**

- 44.1 An Employee shall be entitled to "make-up" payments for any absence for which (s)he is entitled to workers compensation, up to a maximum period of 6 months. Such make-up payments shall be the difference between the Employee's ordinary weekly salary and the workers compensation payments for the period of the absence.

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**45. LEAVE TO COUNT AS SERVICE**

- 45.1 The following shall count as service in determining the entitlement of an Employee to leave and for all other purposes:
- 45.1.1 Any period of paid leave with long service leave taken on half pay counting as normal service.
  - 45.1.2 Any continuous period of personal leave without pay not exceeding twenty working days.
  - 45.1.3 Any period of personal leave without pay not exceeding in the aggregate twenty working days in any year of service.
  - 45.1.4 Any period of parental leave as per clause 39 not exceeding twenty-six weeks.
  - 45.1.5 Any other period of unpaid leave, whether continuous or aggregate, not exceeding twenty working days in any year of service.
- 45.2 An Employee's prior service with SSAA will count as service in determining the entitlement of an Employee to leave and for all other purposes in circumstances where an Employee leaves SSAA's employment and then returns to SSAA's employment within 12 months of the date the Employee left SSAA's employment. The period between the date the Employee left and the date of the Employee's return to work will not, however, count as service.

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**46. LEAVE WITHOUT PAY**

- 46.1 An Employee (other than a casual Employee) may apply to SSAA for leave without pay. The written application made by the Employee must detail the reasons why the Employee is making the request. SSAA has sole discretion as to whether or not it grants an Employee's request for leave without pay.

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**47. FIRE FIGHTING AND EMERGENCY ASSISTANCE**

- 47.1 On proof of participation an Employee who is a member of any voluntary organisation called upon to assist in emergency operations shall be entitled to leave on full pay for the duration of their required participation.
- 47.2 An Employee who responds to an appeal for volunteers to meet declared emergencies shall be entitled to full pay for the duration of the operations.
- 47.3 An Employee granted such leave shall be entitled to a further one day on the completion of the service to recover from such participation.

## **PART 6 TRAINING**

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### **48. STAFF TRAINING**

- 48.1 SSAA or an Employee may propose training consistent with the organisational job requirements. Such a proposal will be considered in the light of organisational budgetary allowances.
- 48.2 Where it is agreed that training under clause 48.1 should be undertaken by an Employee:
- 48.2.1 that training may be undertaken either on or off the job. If the training is undertaken during ordinary working hours the Employee concerned will not suffer any loss of pay;
  - 48.2.2 any costs associated with standard fees for prescribed courses and prescribed textbooks (including those textbooks which are available in libraries) incurred in connection with the undertaking of training will be reimbursed by SSAA upon production of evidence of such expenditure. Provided that reimbursement will also be on an annual basis subject to the presentation of reports of satisfactory progress, where the course is being undertaken at the initiative of the Employee;
  - 48.2.3 travel costs of a nature approved by SSAA and incurred by an Employee undertaking training which exceed those normally incurred in travelling to and from work will be reimbursed by SSAA.
- 48.3 An Employee who undertakes approved training outside their ordinary working hours will accrue TOIL in accordance with the provisions of clause 26 of this Agreement.

### **PART 7 UNION OFFICIALS**

49. A duly accredited representative of the Union shall have the right to enter premises where Employees subject to this agreement are employed during normal working hours or when overtime is being worked and interview Employees on legitimate Union business on the following conditions:
50. Where entry is for a purpose dealt with under s 481 or s 484 of the Act , the entry shall be subject to the conditions specified in Part 3-4 of the Act. Other entry shall be subject to the following conditions:
- 50.1 That the representative advises the Director of SSAA of his/ her visit;
  - 50.2 That the representative should preferably interview Employees during their usual meal or tea breaks;
  - 50.3 That the representative does not unreasonably affect the work being performed by any Employee during work time.
51. SSAA recognises the role of the NTEU in representing the interests of its members.

52. A duly authorised representative of the NTEU will have the right to post any official notice of the NTEU on official SSAA notice boards.
53. For the purposes of this clause a duly authorised representative of the NTEU means a person authorised by the Division Secretary of the NTEU.

**PART 8 INDEPENDENT ADVOCACY**

54. When advising and advocating on behalf of a Student, SSAA's Student Academic Advisers:
- 54.1 Will represent the Student free-of-charge and conditions;
  - 54.2 Must be completely independent and impartial;
  - 54.3 Are to be guided by the principles of fairness and equity;
  - 54.4 Have a duty to act in the overall best interests of the Student based on the facts and having regard to both SSAA's and Swinburne University's statutes, regulations, policies and procedures;
  - 54.5 Owe a duty of confidentiality to the Student;
  - 54.6 If so authorised by the Student, will have the right to speak and make submissions on behalf of the Student;
  - 54.7 Will make sure that Swinburne University and the Student are both aware of relevant information and issues affecting a matter;
  - 54.8 Have a right to information from Swinburne University necessary to enable them to perform their function;
  - 54.9 Are to be free of any interests that conflict with the role described above.
55. SSAA will ensure that Student Academic Advisers will be provided with reasonable workplace support to achieve the principles set out in clause 54.



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## **SCHEDULE A      CLASSIFICATION AND SALARIES**

### **1.      CLASSIFICATION AND SALARIES**

- 1.1      An Employee will be employed by SSAA in one of the classifications specified in Schedule B and will be paid a salary within the salary range assigned to the classification.
- 1.2      Classification descriptors relating to the salary levels prescribed in clause 4 of Schedule A will be as set out in Schedule B.
- 1.3      The classification descriptors will be the primary determinant of the classification of positions.
- 1.4      No Employee will refuse to perform duties reasonably required, consistent with that Employee's classification and which the Employee is competent to perform.

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### **2.      CLASSIFICATION PROCESS**

#### **New and changed positions**

- 2.1      New and changed positions will be classified by a panel consisting of one nominee of the Director of SSAA and one nominee of the Employees, provided that nominees of the parties for classification purposes should be SSAA Employees. The process used by the panel will be as follows:
  - 2.1.1      the position description will be drafted, examined and updated as necessary;
  - 2.1.2      evaluation against the classification descriptors in Schedule B will be carried out on a case by-case basis; and
  - 2.1.3      in circumstances where a change is made to an existing position, the incumbent will be informed of the outcome of this process and adjustment to salary made if appropriate.
- 2.2      In circumstances where a change is made to an existing position and an incumbent disputes the classification level, the Employee may appeal the classification, in which case the position shall be re-evaluated by an agreed independent evaluator trained in the use of classification descriptors.

#### **Re-classification**

- 2.3      An SSAA Employee may apply for the review of the classification of their position on the basis that:
  - 2.3.1      a revised organisational structure has been proposed which requires the review of all positions and their classifications;

- 2.3.2 the duties and responsibilities of an existing position have changed substantially so as to suggest that the position may no longer be appropriately classified. These changes are expected to be on going and therefore the reclassification should be permanent;
- 2.3.3 the applicant has not applied for a review of their classification within the previous twelve months unless a substantial change in duties and responsibilities occurs within that period;
- 2.3.4 The Employee is employed at the maximum pay point for their classification.

#### **Determining Position Description**

- 2.4 The following process applies when a re-classification claim occurs or when a review is required in accordance with clause 3 of Schedule A:
  - 2.4.1 Where an SSAA Employee applies for the reclassification of their position to their direct supervisor/ manager or a review is required in accordance with clause 3 of Schedule A, the immediate supervisor of a position is responsible for preparing the position description.
  - 2.4.2 Where a position is occupied it is expected that the incumbent will also have input into the review of the position description.
  - 2.4.3 The position description subject of an application for review of classification should be agreed between the Manager/ Supervisor and incumbent, and signed by them to indicate that the position is appropriately described at the time of preparation.
  - 2.4.4 The Director of SSAA shall sign the position description to indicate proper consultation.
  - 2.4.5 When agreement cannot be reached on the contents of a position description, or the Director of SSAA withholds approval, the process described in clause 2.2 of Schedule A will apply.
  - 2.4.6 The effective date of a classification/reclassification will be the date of the lodgement of the application.

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### **3. INCREMENTAL PROGRESSION**

- 3.1 Incremental progression will occur in accordance with the provisions of this clause. It is recognised that Employees and SSAA both have obligations in relation to the progress of Employees through the incremental scale. SSAA's obligations are for the provision of feedback on performance and assistance in enhancing performance and achieving goals. Employees have an obligation to maintain high levels of performance and to seek to further develop their level of contribution.
- 3.2 Where performance is consistently of a significantly high standard, performance awards in the form of accelerated increments may be granted to Employees to progress through a SSAA Level.

- 3.3 Employees will be entitled to proceed through the incremental scale on the basis of satisfactory performance in carrying out the responsibilities of the Employee in their position, in the context of the position description and relevant classification standard for the SSAA Level as agreed with the Employee's manager.
- 3.4 The assessment is to be made by the Employee's manager with reference to the responsibilities agreed as part of the Employee's position description. On an annual basis, the Employee's manager will assess the Employee's performance over the previous 12 months and determine whether or not the Employee will be granted an increment.
- 3.5 During this assessment should it be the judgement of the Employee's manager that the criteria for granting an increment have not been met, taking into account any mitigating factors during the previous 12 months, the Employee will be advised that an increment may be withheld.
- 3.6 Increments may only be withheld if the Employee's manager prepares a report which details the areas in which improvement is required and the steps to be taken to enhance performance, including counselling and coaching, which steps are to be determined in conjunction with the Employee. The report will then be provided to the Employee. A recommendation for the withholding of an increment requires the endorsement of SSAA's Director or nominee.
- 3.7 An Employee may appeal against the withholding of an increment under SSAA's grievance procedures.

#### 4. SALARIES

Classification SSAA Level	3.1% Pay Increase Effective: 1/07/14 (Per Annum)	3.1% Pay Increase Effective: 1/07/15 (Per Annum)	3.1% Pay Increase Effective: 1/07/16 (Per Annum)	3.1% Pay Increase Effective: 1/07/17 (Per Annum)	3.1% Pay Increase Effective: 1/07/18 (Per Annum)	3.1% Pay Increase Effective: 1/07/19 (Per Annum)
<b>Level 1</b>						
1	\$38,109	\$39,290	\$40,508	\$41,764	\$43,058	\$44,393
2	\$39,254	\$40,471	\$41,726	\$43,019	\$44,353	\$45,728
<b>Level 2</b>						
1	\$40,401	\$41,654	\$42,945	\$44,276	\$45,649	\$47,064
2	\$42,311	\$43,623	\$44,975	\$46,369	\$47,807	\$49,289
3	\$44,222	\$45,593	\$47,006	\$48,463	\$49,966	\$51,515
<b>Level 3</b>						
1	\$46,132	\$47,562	\$49,036	\$50,556	\$52,124	\$53,740
2	\$46,896	\$48,350	\$49,849	\$51,394	\$52,987	\$54,630
3	\$48,998	\$50,517	\$52,083	\$53,697	\$55,362	\$57,078
4	\$49,977	\$51,526	\$53,124	\$54,770	\$56,468	\$58,219
<b>Level 4</b>						
1	\$51,864	\$53,471	\$55,129	\$56,838	\$58,600	\$60,417
2	\$52,900	\$54,540	\$56,231	\$57,974	\$59,771	\$61,624
3	\$53,959	\$55,632	\$57,356	\$59,134	\$60,967	\$62,857
4	\$55,684	\$57,411	\$59,190	\$61,025	\$62,917	\$64,867
5	\$56,797	\$58,558	\$60,373	\$62,245	\$64,174	\$66,164
6	\$57,932	\$59,728	\$61,580	\$63,489	\$65,457	\$67,486
<b>Level 5</b>						
1	\$59,505	\$61,350	\$63,252	\$65,213	\$67,234	\$69,318
2	\$61,291	\$63,191	\$65,150	\$67,170	\$69,252	\$71,399
3	\$63,129	\$65,086	\$67,104	\$69,184	\$71,328	\$73,540
4	\$65,022	\$67,038	\$69,116	\$71,258	\$73,467	\$75,745
5	\$65,236	\$67,258	\$69,343	\$71,493	\$73,709	\$75,994
6	\$67,192	\$69,275	\$71,423	\$73,637	\$75,920	\$78,273
7	\$69,207	\$71,353	\$73,565	\$75,845	\$78,196	\$80,620
<b>Level 6</b>						
1	\$70,968	\$73,168	\$75,436	\$77,774	\$80,185	\$82,671
2	\$72,387	\$74,631	\$76,944	\$79,330	\$81,789	\$84,324
3	\$73,835	\$76,124	\$78,483	\$80,916	\$83,425	\$86,011
4	\$75,312	\$77,647	\$80,054	\$82,535	\$85,094	\$87,732
<b>Level 7</b>						
1	\$82,429	\$84,984	\$87,619	\$90,335	\$93,136	\$96,023
2	\$84,078	\$86,685	\$89,372	\$92,142	\$94,999	\$97,944
3	\$85,759	\$88,418	\$91,159	\$93,985	\$96,898	\$99,902
4	\$87,475	\$90,187	\$92,983	\$95,865	\$98,837	\$101,901
<b>Level 8</b>						
1	\$93,892	\$96,802	\$99,803	\$102,897	\$106,087	\$109,375

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**SCHEDULE B      CLASSIFICATION LEVELS AND STANDARDS****Swinburne Student Amenities Association (SSAA) Classification Levels and Classification Standards****LEVEL      1****Training level or qualifications**

Persons employed at Level 1 shall typically perform duties at a skill level which assumes and requires

- knowledge, training or experience relevant to the duties to be performed, or completion of year 12 without work experience; or
- an equivalent combination of experience and training.

**Occupational equivalent**

- Clerk

**Level of supervision**

- Routine supervision of straightforward tasks (see below).

**Task level**

- Perform a range of straightforward tasks where procedures are clearly established.

**Organisational knowledge**

- Limited and based only on brief induction to organisation.

**Judgement, independence and problem solving**

- Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.

An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

**Typical activities**

Clerical positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval.

## **LEVEL 2**

### **Training level or qualifications**

Persons employed at Level 2 shall typically perform duties at a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- completion of Year 12, with relevant work experience; or
- equivalent relevant experience or combination of relevant experience and education/training

Persons advancing through this level may typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of an advanced certificate or associate diploma.

### **Occupational equivalent**

- Technical assistant/technical trainee, clerical/secretarial.

### **Level of supervision**

- In technical positions, routine supervision, moving to general direction with experience.
- In other positions, general direction.

### **Task level**

- Some complexity. Apply body of knowledge equivalent to trade certificate, including diagnostic skills and assessment of the best approach to a given task.

### **Organisational knowledge**

- Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.

### **Judgement, independence and problem solving**

- Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.

### **Typical activities**

In technical positions, under general supervision;

- operate photographic development facility.

Staff would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.

In clerical positions, perform a range of clerical support tasks including;

- standard use of a word processing package (including store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics) or an established spreadsheet or database application;
- provide general clerical support to staff within an office, including word processing, setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel;
- process accounts for payment.

### **LEVEL 3**

#### **Training level or qualifications**

Persons employed at Level 3 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- completion of an associate diploma level qualification with relevant work related experience; or
- a certificate level qualification with post-certificate relevant work experience;
- an equivalent combination of relevant experience and/or education/training.

#### **Occupational equivalent**

Technical officer or technician, clerical/secretarial above Level 2.

#### **Level of supervision**

- In technical positions, routine supervision [to general direction] depending upon experience and the complexity of the tasks.
- In other positions, general direction.
- Liaison with staff at higher levels.
- May undertake stand alone work.

#### **Task level**

- May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks.

#### **Organisational knowledge**

- Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.

### **Judgement, independence and problem solving**

In technical positions:

- apply theoretical knowledge and techniques to a range of procedures and tasks.

In clerical/secretarial positions;

- provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

### **Typical activities**

In technical positions,

- develop new equipment to criteria developed and specified by others.

In library technical positions,

- undertake copy cataloguing;
- use a range of bibliographic databases;
- undertake acquisitions;
- respond to reference inquiries.

In clerical/secretarial positions,

- may undertake a full range of word processing functions, including mathematical formulae and symbols, manipulation of text and layout in desktop publishing software and use of a range of word processing packages if required;
- be responsible for providing a full range of secretarial services in an office;
- plan and set up spreadsheets or database applications;
- provide advice to students on SSAA services and institutional requirements;
- administer electoral roll.

## **LEVEL 4**

### **Training level or equivalent**

Persons employed at Level 4 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- completion of a degree
- completion of an associate diploma and at least 2 years subsequent relevant work experience; or



- an equivalent combination of relevant experience and/or education/training.

#### **Occupational equivalent**

- Graduate (i.e. degree) or professional, without subsequent work experience on entry (including inexperienced welfare officer or computer systems officer);
- administrator with responsibility for advice and determinations; experienced technical officer.

#### **Level of supervision**

- In professional positions, routine supervision, depending on tasks involved and experience. In technical positions, general direction.
- may supervise other staff.

#### **Task level**

Apply body of broad technical knowledge and experience at a more advanced level than Level 3, including the development of areas of specialist expertise.

- In professional positions, apply theoretical knowledge, at a degree level, in a straightforward way.
- In administrative positions, provide advice and decisions on rules and entitlements.

#### **Organisational knowledge**

- Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.

#### **Judgement, independence and problem solving**

- In professional positions, solve routine problems under supervision through the standard application of theoretical principles and techniques at degree level.
- In technical positions, apply standard technical training and experience to solve problems.
- In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for coordinating a team to provide an administrative service.

#### **Typical activities**

In technical positions,

- develop new equipment to general specifications.
- prepare reports of a technical nature.

In administrative positions,

- responsible for the explanation and administration of an administrative function, eg, HECS advice, records, determinations and payments, the organisation and administration of an election.

In professional positions and under professional supervision,

- work as part of a research team in a support role
- provide counselling services, under professional supervision

## **LEVEL 5**

### **Training level or qualifications**

Persons employed at Level 5 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- a degree with subsequent relevant experience; or
- extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- an equivalent combination of relevant experience and/or education/training.

### **Occupational equivalent**

- Graduate or professional with subsequent relevant work experience (including a computer systems officer with some experience);
- supervision/co-ordination of a significant service;
- experienced technical specialist and/or technical supervisor,
- research officer.

### **Level of supervision**

- In professional positions, general direction; in other positions, broad direction.
- May have extensive supervisory and line management responsibility for technical, clerical, administrative and other non-professional staff.

### **Task level**

- Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise.
- Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected.
- In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

### **Organisational knowledge**

- Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.
- Liaise with decision-making bodies on the development of policies within own area of operations.

### **Judgement, independence and problem solving**

- Discretion to innovate within own function and take responsibility for outcomes;
- design, develop and test complex equipment, systems and procedures;
- undertake planning involving resources use and develop proposals for resource allocation;
- exercise high level diagnostic skills on sophisticated equipment or systems;
- analyse and report on data and experiments.

### **Typical activities**

In administrative positions,

- provide financial, policy and planning advice;
- service a range of committees, including preparation of agendas, papers, minutes and correspondence;
- monitor expenditure against budget.

In professional positions,

- oversee a service such as recreation or sporting programme;
- provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services;
- providing counselling services;
- undertake a range of computer programming tasks;
- provide documentation and assistance to computer users;
- analyse less complex user and system requirements;
- undertake the preparation of submissions on policy matters, subject to general direction by officers/decision making bodies.

In other positions,

- manage a small catering operation or a significant operation such as cleaning, without reference to higher expert supervision
- manage a significant section of a large catering operation.

## **LEVEL 6**

Training level or qualifications

Persons employed at level 6 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- a degree with at least 4 years subsequent relevant experience; or
- extensive experience and management expertise in technical or administrative fields; or
- an equivalent combination of relevant experience and/or education/training.

### **Occupational equivalent**

- Senior professional in a small, less complex organisation;
- Manager.

### **Level of supervision**

- Broad direction;
- May manage other administrative, technical and/or professional staff.

### **Task level**

- Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems.

In professional positions;

- may be a recognised authority in a specialised area.

### **Organisational knowledge**

- Detailed knowledge of administrative policies and organisational objectives and the interrelationships between a range of policies and activities.

### **Judgement, independence and problem solving**

- Independently relate existing policy to work assignments,
- rethink the way a specific body of knowledge is applied in order to solve problems,
- adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques.

- This may involve stand alone work or supervision of others in order to achieve objectives.
- It may also involve the interpretation of policy which has an impact across the organisation.

#### **Typical activities**

- In student services, the training and supervision of other professional staff combined with policy development responsibilities which may include research and publication.
- Acts as most senior financial adviser to a large organisation.
- In administrative positions, provide overall management of a small organisation with limited range of functions (e.g. Publications, Sport and Recreation, and Representation).

#### **LEVEL 7 and LEVEL 8**

##### **Training level**

Positions at Level 7 and Level 8 shall typically require skills which assume and require knowledge or training equivalent to:

- postgraduate qualifications and extensive relevant experience;
- extensive experience and proven management expertise;
- an equivalent combination of relevant experience and/or education.

##### **Occupational equivalent**

- Senior Manager;
- Senior Administrator.

##### **Level of supervision**

- Broad direction.
- Will manage other administrative, technical and/or professional staff.

##### **Task Level**

- Complex, significant and high level creative planning with clear accountability for performance.
- At Level 7, sound knowledge of all programmes in a small organisation or comprehensive knowledge of related programmes as a Senior Manager of a large organisation.

### **Organisational knowledge**

- Extensive knowledge of history and culture of organisation or of student organisations generally. In this context, bring multi-perspective approach to policy development and administration.

### **Judgement, independence and problem solving**

- At Level 7, in smaller organisations and at Level 8 in larger organisations, be fully responsible to officers/governing body for overseeing organisation's operations.
- At Level 7, in larger organisations act as part of the senior management group and liaise directly with governing councils in relation to major areas of operations.

### **Typical activities**

- At Level 7, act as the most senior manager of a smaller organisation with several significant and diverse operations (e.g. Catering, Sport and Recreation, Student Welfare, Social Activities and Media); or act as manager of a very large operation within a large organisation (e.g. Catering Manager in a large University Union).
- At Level 8, act as the most senior manager of a large organisation.

*\*Note re organisational size*

*A "smaller" organisation, having regard to complexity and diversity of service, number of workplace locations (e.g. multi-campus institutions) etc, might be regarded as one which employed less than 20 staff (equivalent full-time) and a "larger" organisation might be regarded as one which employed more than 25 staff.*

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**SCHEDULE C      ALLOWANCES****1.      Meal Allowance if Overtime Worked**

- 1.1      Where an Employee is entitled to a meal break but not entitled to payment for that meal break, an allowance of \$15 will be paid for each occurrence provided the Employee is also required to work more than two (2) hours overtime after completion of his/her ordinary hours of work.

**2.      Travelling Allowance**

- 2.1      An Employee who at the direction of SSAA is absent overnight on SSAA business shall be paid an allowance to cover the costs of meals, accommodation and incidental expenditure in accordance with the applicable ATO guidelines as at 1 July each year.
- 2.2      Where the actual and necessary expenses incurred by an Employee travelling in the course of the Employee's duties exceed the amount that would be payable to the Employee under the provisions of this clause, SSAA will pay the Employee the amount of the expenses actually and necessarily incurred by the Employee in lieu of the amount prescribed by the provisions of this clause.

**3.      Course or Conference Allowance**

- 3.1      An Employee who is required to attend SSAA or external training courses and conferences where the cost of accommodation and meals is paid for by SSAA will not be entitled to the allowances prescribed by clause 2 but will be paid an allowance in respect of incidental expenses at the following appropriate rate:

<b>Location of course or conference</b>	<b>Rate per day</b>
Tertiary institutions within Melbourne	\$10.45
Elsewhere within Victoria	\$13.45
Interstate	\$16.20

**4.      Reimbursement of Fares**

- 4.1      Unless otherwise authorised by SSAA, an Employee required to travel on SSAA business shall travel by public transport, taxi, or a SSAA-supplied vehicle.
- 4.2      If costs are incurred by an Employee in travelling, the Employee will, upon production of receipts for such travel, be reimbursed by SSAA for the cost of the costs incurred, subject to the provisions of clause 21 of this Agreement.
- 4.3      Where SSAA authorises the use of a hired car by an Employee and the cost is borne by the Employee, reimbursement of such cost will be made to the Employee by SSAA upon production of receipts for such cost.

5. **Allowance for Use of Employee's Car**


- 5.1 Where an Employee is authorised by SSAA to use the Employee's privately owned vehicle for SSAA business for travel within Australia, he/she will be paid an allowance through the payroll system in accordance with the applicable Australian Taxation Office (ATO) guidelines as at 1 July each year.



Signing Page


EXECUTED as an Enterprise Agreement


SIGNED for and on behalf of **SWINBURNE  
STUDENT AMENITIES ASSOCIATION** by its  
Director in the presence of:

)  
)  
)   
)  
) **RODNEY JOHN THOMSON**  
) **DIRECTOR - SSAA**  
) **34 WAKEFIELD STREET**  
) **HAWTHORN VIC 3122**

  
Signature of witness  
Name of witness (printed): **JENNIFER McGRATH**

SIGNED for and on behalf of **NATIONAL  
TERTIARY EDUCATION INDUSTRY UNION  
(NTEU)** by  
in the presence of:

)  
)   
)  
) Name: Grahame McCulloch  
) Title: General Secretary  
)  
) Level 1, 120 Clarendon Street, South Melbourne VIC 3205  
)

  
Signature of witness  
Name of witness (printed): **Renee Veal**